

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Emrise Corporation		03/20/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Electro Switch Corporation		
Street Address:	775-1 Pleasant Street		
City:	Weymouth		
State/Country:	MASSACHUSETTS		
Postal Code:	02189		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2913348	VLP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)904-1775		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-413-8005		
Email:	dweinstein@gtclawgroup.com		
Correspondent Name:	Donna Weinstein		
Address Line 1:	400 Blue Hill Drive, Suite 2		
Address Line 2:	GTC Law Group LLP & Affiliates		
Address Line 4:	Westwood, MASSACHUSETTS 02090		
NAME OF SUBMITTER:	Donna Weinstein		
Signature:	/Donna Weinstein/		
Date:	04/06/2009		
Total Attachments: 2			

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**REEL: 003966 FRAME: 0711**

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**TRADEMARK**

**REEL: 003966 FRAME: 0712**

## **TRADEMARK ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (the "Agreement") is entered as of the date last written below (the "Effective Date"), by and between Emrise Corporation, a Delaware corporation having its principal place of business at 9485 Haven Avenue, Suite 100, Rancho Cucamonga, CA 91730 (referred to hereinafter as the "Assignor"), and Electro Switch Corporation, a Delaware corporation having its principal place of business at 775-1 Pleasant Street, Weymouth, MA 02189 (referred to hereinafter as the "Assignee").

**WHEREAS**, Assignor has filed and obtained U.S. Trademark Registration No. 2913348 (the "Trademark Registration") of the mark VLP (the "Trademark"); and

**WHEREAS**, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademark, and any goodwill associated therewith;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademark, the Trademark Registration, and any applications or renewals associated therewith, along with all goodwill associated therewith, and all other corresponding worldwide rights, now or hereafter in effect, for Assignee's own use and enjoyment as successor to that portion of Assignor's business to which the Trademark pertains, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor further covenants and agrees to execute all applications, assignments and oaths, and any other documents that Assignee may deem necessary or desirable for securing or maintaining the Trademark, or any applications or registrations thereof, all without additional compensation to Assignor. Any fees/costs associated with recording this Assignment or other

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required documents with the appropriate national intellectual property authorities shall be paid by Assignee.

3. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks and corresponding entities or agencies in any applicable foreign countries or jurisdictions, record Assignee as the owner of the Trademark.

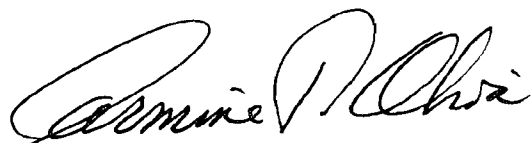
4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. No amendment or modification of this assignment shall be valid or binding upon Assignor or Assignee unless made in writing and signed on behalf of each of Assignor and Assignee by their respective duly authorized representative.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by a duly authorized representative of Assignor, and by a duly authorized representative of Assignee, as of the Effective Date.

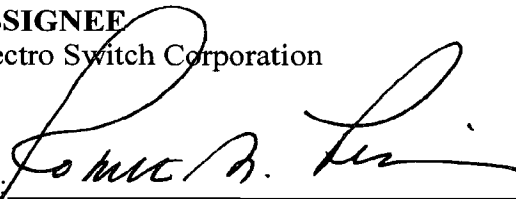
**ASSIGNOR**  
Emrise Corporation

Dated: March 20, 2009

By:   
Name: Carmine T. Oliva

**ASSIGNEE**  
Electro Switch Corporation

Dated: March 20, 2009

By:   
Name: Robert M. Pineau